EXHIBIT L

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MICHAEL PAUL BOWEN SAGI GENGER -v- ORLY GENGER

1	UNITED STATES DISTRICT COURT
2	SOUTHERN DISTRICT OF NEW YORK
3	SAGI GENGER,
4	Third-Party Plaintiff,
5	-v- Civil Action No. 1:17cv8181
6	ORLY GENGER,
7	Third-Party Defendant.
8	
9	
10	DEPOSITION OF MICHAEL BOWEN, a Witness
11	herein, taken by the Plaintiff, at the offices of
12	KELLEY DRYE & WARRREN LLP, 101 Park Avenue, 27th
13	Floor, New York, New York 10178, on Friday, October
14	5, 2018, at 10:00 a.m., before Jeffrey Shapiro, a
15	Shorthand Reporter and notary public, within and
16	for the State of New York.
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MICHAEL PAUL BOWEN SAGI GENGER -v- ORLY GENGER

1	APPEARANCES:
2	KELLEY DRYE & WARREN LLP
3	Attorneys for SAGI GENGER
4	101 Park Avenue, 27th Floor
5	New York, New York 10178
6	BY: JOHN DELLAPORTAS, ESQ.
7	
8	
9	Also Present:
10	Sagi Genger
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2	
3	IT IS HEREBY STIPULATED AND AGREED by
4	and between the attorneys for the respective
5	parties hereto, that the filing, sealing and
6	certification be, and the same are hereby waived;
7	
8	IT IS FURTHER STIPULATED AND AGREED
9	that all objections, except as to the form of the
LO	questions, shall be reserved to the time of the
L1	trial;
L2	
L3	IT IS FURTHER STIPULATED AND AGREED
L4	that the within examination may be subscribed and
L5	sworn to before any notary public with the same
L6	force and effect as though subscribed and sworn to
L7	before this Court.
L8	
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1	Whereupon,	
2	MICHAEL BOWEN,	
3	after having been first duly sworn, was examined	
4	and testified as follows:	
5	DIRECT EXAMINATION	
6	BY MR. DELLAPORTAS:	
7	Q. State your name for the record.	
8	A. Michael Paul Bowen.	
9	Q. What is your address?	
10	A. My work address is 1633 Broadway, New	
11	York, New York 10019.	
12	(Exhibit 1 was so marked for	
13	identification.)	
14	BY MR. DELLAPORTAS:	
15	Q. Good morning, Mr. Bowen.	
16	A. Good morning.	
17	Q. So I've marked as Exhibit Kasowitz 1,	
18	the subpoena in this case for Kasowitz Benson &	
19	Torres, LLP.	
20	Mr. Bowen, you're here as the corporate	
21	witness for Kasowitz Benson & Torres, LLP?	
22	A. Yes. The witness for the entity	
23	Kasowitz, Benson, & Torres.	
24	Q. And if I just refer to it for	
25	shorthand as Kasowitz, you will know I'm referring	



1	Bowen
2	to the firm?
3	A. Sure or KBT.
4	Q. Yeah, I'll never remember that.
5	Let's go with Kasowitz, but you can refer to it as
6	KBT if you prefer.
7	So you have a subpoena in front of you?
8	A. I do.
9	Q. If you can turn to Exhibit A.
10	A. Yes.
11	Q. And, specifically, the document
12	request on subject matters?
13	A. Yes.
14	Q. Do you see numbers one through nine?
15	A. Correct.
16	Q. Did you undertake a search on behalf
17	of the firm to see what documents you had?
18	A. Yes.
19	Q. And can you describe that search or
20	that process?
21	A. I made a reasonable inquiry and also
22	used my own intimate knowledge of the firm's role
23	in connection with all things Genger.
24	Q. And you have produced in response to
25	that one document entitled, "First Amendment to



1	Bowen
2	Settlement Agreement and Release"; is that
3	correct?
4	A. Correct. And I think that's
5	responsive to Request No. 4.
6	MR. DELLAPORTAS: Okay. So let's
7	mark that as Kasowitz Exhibit 2.
8	(Exhibit 2 was so marked for
9	identification.)
LO	BY MR. DELLAPORTAS:
L1	Q. So, other than this, you have no
L2	responsive documents?
L3	A. That's correct.
L4	Q. Was anything withheld on privilege
L5	grounds?
L6	A. Yes and no. Excuse me.
L7	Yes and no, because the primary objection is
L8	relevance, although some documents that we deemed
L9	irrelevant would also be privileged or at least
20	some of them are.
21	Q. And when you say the primary
22	objection, where were those objections interposed?
23	A. We can go through them all, but if
24	you take No. 4 as an example, "All documents
25	concerning the attached stipulation and the



October 05, 2018

1	Bowen
2	attached first amendment to stipulation and
3	release," that would involve documents, for
4	example, of e-mail of either drafting this thing
5	or circulating it for signature. And in our view
6	that's irrelevant.
7	Q. Why is that irrelevant in your view?
8	A. It's irrelevant because it has
9	nothing to do with identifying assets that belong
LO	to Orly Genger or assets that are to be paid to
L1	Orly Genger.
L2	Q. And has Kasowitz served any written
L3	objections in response to the subpoena?
L4	A. No. We are interposing the
L5	objections orally.
L6	Q. So why don't we go through and you
L7	can tell me what specifically are your objections?
L8	Let's start with No. 1 if any.
L9	A. Well, we object to it as overbroad
20	and irrelevant because, again, to the extent the
21	firm has any knowledge of any agreements where
22	Orly Genger owes money or is a debtor, it's
23	irrelevant to property that or assets that she
24	owns or that are to be paid to her. So it's



25

beyond the scope of Article 52.

1	Bowen
2	On the other hand, if there are documents or
3	agreements that reflect assets owned by Orly
4	Genger or that are to be paid to Orly Genger, that
5	would be responsive and we think relevant and we
6	undertook a search for that and there are none.
7	Q. Okay. Number 2. Do you have
8	objections to No. 2?
9	A. No. I think that's completely
10	responsive. That states, quote, "All documents
11	concerning any property held by or debts owed to
12	Orly Genger." We the firm has no documents
13	responsive to that, but we interpose no objection
14	to that.
15	Q. Okay. What about No. 3? Any
16	objections to that?
17	A. "All documents relating to the
18	settlement agreement " Right.
19	Well, we object to you using the phrase
20	"Orly Settlement Agreement" to define that because
21	it's misleading and confusing. It's not an Orly
22	Settlement Agreement. What you are referring to
23	is a settlement agreement between the AG Group and
24	the Trump group and it's usually referred to as
25	the "AG/Trump Settlement Agreement."



L		Bowen
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And because of that agreement or, quote, unquote, "all documents relating to that agreement," has nothing to do with property owned by Orly Genger or property or assets to be paid to Orly Genger. That entire request, at least Subpart A, is irrelevant.

- Q. Why in your -- I'm sorry. I didn't mean to cut you off.
- A. Okay. Subpart B, "any escrow accounts, arrangements, to the extent that it was for the benefit of Orly Genger" meaning the escrow assets belong to her or are to be paid to her, we deem that relevant and would produce responsive documents if any, but I can attest today that there are none.

And the same with Subsection C, "any promissory notes issued thereunder." So if there were any promissory notes in the possession, custody, or control of Kasowitz that were payable to Orly Genger or reflected assets that she owns or that are due to be paid to her, we'd deem that responsive and would produce any documents if any. But I can attest here today that we are in possession of none; no such documents.



1	Bowen
2	Q. Okay. We'll circle back to that.
3	Let's move on. Let's go through the list first.
4	A. Okay. Number 4, I have already spoke
5	about unless you want me to reiterate it.
6	Q. So you have given us the first
7	amendment and the stipulation itself, but you
8	haven't given us any documents related to what you
9	are interposing and irrelevance objection?
10	A. Correct.
11	Q. Number 5?
12	A. Which states, quote, "All agreements
13	as to the past, present, or future disposition of
14	any settlement proceeds under the Orly settlement
15	agreement," close quote.
16	Again, we object to that phrase Orly
17	settlement agreement as misleading and potentially
18	misleading and potentially false.
19	But if you are referring to the AG/Trump
20	Settlement Agreement, which we think you are, if
21	there were agreements that reflected assets owned
22	by Orly or to be paid to Orly under that
23	settlement agreement or in relation to that
24	settlement agreement, that's relevant in our view
25	and we would produce such documents if any



1	Bowen
2	existed. And we did search for such documents,
3	but I can attest, on behalf of the firm, there ae
4	no such documents in our possession, custody, or
5	control.
6	Q. Let's go to No. 6. Any objections to
7	that?
8	A. Quote, "all accounts, statements for
9	any escrow accounts related to the" what you
10	call the "Orly Settlement Agreement."
11	Again, the same objection as misleading,
12	intentionally so, but the AG/Trump Settlement
13	Agreement. If there were account statements for
14	escrow accounts that reflected assets owned by
15	Orly or to be paid to Orly Genger, we would
16	produce those, but I can attest that we're not,
17	you know, we're not in custody, possession, or
18	control of any such accounts.
19	In fact, I don't mind telling you that we
20	are not in possession, custody, or control of any
21	account statements or any escrow accounts relating
22	to the AG/Trump Settlement Agreement, period.
23	Q. Okay. Number 7. Do you have any
24	objection to that?
25	A. Quote, "All documents concerning any



1	Bowen
2	indemnity demands and/or indemnity payments made
3	under the Orly settlement agreement." The same
4	objection as using that phrase to be potentially
5	misleading.
6	We read that as referring to the AG/Trump
7	Agreement. It is kind of a vague, ambiguous
8	objection there. I'm not really sure what you are
9	asking. Maybe you can clarify that today, but I
10	can say we're not aware of any the firm is not
11	aware of indemnity demands and/or indemnity
12	payments related to the AG/Trump Settlement
13	Agreement period.
14	But we would deem, if we were aware or had
15	such documents and they reflected Orly's assets or
16	assets to be paid to Orly, we would deem that
17	relevant and responsive.
18	But like I said, I can go beyond that and
19	say we are not aware of any indemnity demands,
20	period. But that is subject to you clarifying
21	what you really meant by that. I may be
22	misinterpreting that.
23	Q. We will come back to that, let's just
24	get through our list.

Number 8. Any objections to that?



1 Bowen

A. Quote, "All payments made to any person or entity pursuant to the Orly Settlement Agreement." The same objection as intentionally misleading by referring to it as the "Orly Settlement Agreement" it is the AG Group/Trump Group Settlement Agreement.

With that understanding, if we had records, meaning the firm, of payments to Orly or that were to be paid to Orly in relationship to that -- in relation to that particular settlement agreement, but this is also subsumed under your first request, those documents, in our view, would be responsive and relevant and we would produce them, if any.

To the extent that you are asking about other people that -- that are not Orly or that don't reflect assets owned by her or to be paid to her, we would object that that is beyond the scope of Article 52 and irrelevant and not responsive.

Having said all of that, on behalf of the firm, I can attest that there are -- the firm is in possession of no records whatsoever of any payments made under this AG/Trump Settlement Agreement.



1	Bowen
2	Q. Lastly, No. 9, "All non privileged
3	communications regarding any of the forgoing
4	subjects."
5	A. Everything I said previously would
6	apply to that.
7	Q. Incorporate all of your prior
8	objections?
9	A. Right. Obviously, you're you're
10	subpoenaing a law firm that represents Orly
11	Genger. Every single one of these requests could
12	impinge upon privilege; so it could be the case
13	that there are e-mails and other types of
14	documents that would be attorney-client privilege
15	and work-product privilege, and we're not
16	undertaking to do a log because we think that is
17	overly burdensome and bordering on harassment.
18	And when you subpoena a law firm that
19	represents a person that you are adverse to, I
20	assume you're expecting a lot of it to be
21	privileged.
22	Q. So, other than what you have just
23	stated, does Kasowitz have any further objections
24	to Nos. 1 through 9?
25	A. I don't think so.



1	Bowen
2	Q. Let's go back to No. 7, because that
3	one, I think, you asked for clarification on?
4	A. Correct.
5	Q. Have you read the what you refer
6	to as the AG/Trump Settlement Agreement?
7	A. Only in part and a long time ago.
8	Q. Okay. Are you aware that there are
9	two promissory notes that were issued pursuant to
10	the Trump Group AG/Trump Group Settlement
11	Agreement for \$7.5 million each?
12	A. There are promissory notes by the
13	Trump Group if I am remembering correctly, yes.
14	Q. Okay. And those payments, to the
15	best of your knowledge, have not been made yet;
16	correct?
17	A. To the best of the firm's knowledge
18	I mean, the firm had no knowledge of that
19	whatsoever.
20	Q. Okay. Do you recall in reading the
21	agreement that the Trumps have certain rights to
22	deduct defense costs and other related legal costs
23	for indemnification and whatnot?
24	A. Correct, yes.
25	Q. From those ultimate payments of \$15



1	Bowen
2	million?
3	A. That's my understanding, yes.
4	Q. Okay.
5	A. And when I say "my" I mean on behalf
6	of the firm.
7	Q. Yeah. I'll just everything from
8	this point forward, I will have an understanding
9	if you say "my" you mean the firm and if I say
10	"you" I mean the firm.
11	A. If there are any singular pronouns, I
12	mean, I'm speaking with the royal we.
13	Q. Yeah. I'll assume the royal we
14	unless you specify other words and you can assume
15	from me the royal we unless I specify you
16	personally?
17	A. Understood.
18	Q. So with that clarification, do you
19	have any documents responsive to that demand?
20	A. Well, with that clarification, the
21	firm is unaware of any documents relating to those
22	two promissory notes or the Trump Group's claim of
23	offset on promissory notes that relate to assets
24	owned by Orly or to be paid to Orly.
25	Q. Okay. So you have intentionally



1	Bowen
2	narrowed the request to your view of anything
3	that's relating to payments to be made to Orly?
4	A. Or that reflects assets she owns.
5	Q. Okay. And why in your view would
6	indemnity demands by the Trump Group not relate to
7	any assets owned by Orly or to be paid to Orly?
8	A. You are dealing with the scope of the
9	firm's understanding of this, so with that caveat,
10	the payments that are due under the AG/Trump
11	Settlement Agreement, and under those two
12	promissory notes, are to the AG Group and not to
13	Orly.
14	Q. Okay.
15	A. If there is some arrangement within
16	the AG Group that allocates any portion of the
17	payments to Orly, the firm is unaware of it.
18	Q. Is the firm aware of any arrangement
19	with respect to the payment of the remaining
20	proceeds at all?
21	A. My hesitation in answering that
22	question is that it may be impinging on privileged
23	information. To the extent that we have that
24	information, it would be in the attorney-client
25	relationship with Orly. And I'm not at liberty to



1	Bowen
2	waive privilege, so I would assert privilege as to
3	that question on behalf of Orly Genger as the
4	owner of the privilege.
5	Q. Well, you declined to produce
6	documents responsive to our requests on the ground
7	that Kasowitz affirmatively takes the position
8	that there is no arrangement that Orly will get
9	any of that money. Do I understand that
10	correctly?
11	A. No. You misstated my testimony.
12	It's not that we affirmatively understand that
13	Orly is not getting any of that money, it's that
14	the Kasowitz has no information.
15	Q. Does that include Mr. Hirschman when
16	you say, "Kasowitz has no information"?
17	A. Well, Mr. Hirschman is Orly Genger's
18	spouse, so he may have information qua spouse, but
19	not as a partner in the firm. And I frankly don't
20	know what is in his head.
21	Q. Okay. So nobody in in making the
22	decision not to produce documents responsive to
23	this request on the ground that Orly wasn't
24	getting any of the money, nobody asked
25	Mr. Kasowitz as to his knowledge of the ultimate



1	Bowen
2	disposition of the \$15 million? I'm sorry,
3	Mr. Hirschman?
4	A. I understood you meant Mr. Hirschman.
5	Well, I'm not going to get into any
6	methodology that I used in preparing for the
7	deposition because that's privileged work product.
8	I am testifying under oath that I made a
9	reasonable inquiry and a reasonable search. And
10	your question was I'm sorry. I lost your
11	question.
12	Q. In deciding not to produce documents
13	responsive to the subpoena on the ground that they
14	do not relate to payments ultimately to be made to
15	Orly Genger, did the firm inquire with its
16	partner, Mr. Hirschman, to confirm that in fact
17	none of the \$15 million will ultimately be paid to
18	Orly Genger?
19	A. Well, without specifying what
20	methodology I used to gather information
21	responsive to this subpoena, and to make decisions
22	about what is and is not responsive, I can testify
23	that to firm's understanding and to the firm's
24	knowledge, none of that money belongs to or is to
25	be paid to Orly Genger.



1	Bowen
2	Q. And is your position driven by the
3	fact that on the face of the agreement it says
4	that the money is to be paid to something called
5	the "AG Group"?
6	A. I don't understand your question.
7	Q. What is the basis of your
8	understanding that none of the money is to be paid
9	to Orly Genger?
10	A. The basis for the firm's
11	understanding is the knowledge, institutional
12	knowledge, that we have based on our review of
13	documents, some of which are privileged, and my
14	reasonable inquiry of the lawyers at the firm that
15	have been involved in the Genger matter since the
16	firm was originally involved.
17	And if you are asking me did we make some
18	kind of interpretation and are we just basing this
19	on the interpretation of one document, the answer
20	is no.
21	Q. Okay. And circling back to my
22	question: Did anyone inquiry of Mr. Hirschman
23	about that?
24	A. I'm not going to answer any questions
25	about methodology that I used on behalf of the



1	Bowen
2	firm to be prepared to answer questions today
3	because that's a protected work product. But I am
4	telling you and attesting under oath that I made
5	reasonable inquiry. I don't mind telling you that
6	reasonable inquiry would involve communications
7	with Mr. Hirschman.
8	Q. Is Mr. Hirschman currently a partner
9	in the firm?
10	A. Yes.
11	Q. Is he an equity partner?
12	A. I don't know what you mean by that.
13	I'm not sure what that means at my firm. Now I'm
14	speaking personally, not on behalf of the firm.
15	The firm knows.
16	I did not do any reasonable inquiry on that
17	particular question, so I don't know the answer to
18	that.
19	Q. Okay.
20	A. It's beyond the scope.
21	Q. Well, you know, every firm organizes
22	their partnership different from every other firm,
23	but in some cases the title "partner" is just a
24	title and in other cases it implies what I view as
25	more of an actual partnership which is an



1	Bowen
2	ownership, and they share the profits and what
3	have you. So I don't know how Kasowitz organizes
4	things, but to that extent, would you view
5	Mr. Hirschman as a either an equity partner or a
6	true partner or a profit sharing partner?
7	A. That is beyond the scope of what I'm
8	prepared to attest to on behalf of the firm. I
9	honestly don't know the answer to that question.
L0	Q. Okay. So who, in your view, is the
L1	\$15 million to be paid to?
L2	A. Well, the view of the firm is that
L3	the money is to be paid into into, I guess, a
L4	trust or into an escrow I forget how the
L5	wording works into an escrow that's to be held
L6	by me personally and in I shouldn't say
L7	personally, but me in my capacity as partner with
L8	the Kasowitz firm. But the disposition of that
L9	money, once if it is ever received is up to
20	the AG Group.
21	Q. When you say, "the AG Group" what do
22	you mean by that?
23	A. Well, the AG Group is defined in the
24	AG/Trump Settlement Agreement.
25	Q. Let's go ahead and mark that as



1	Bowen
2	Kasowitz 3.
3	(Exhibit 3 was so marked for
4	identification.)
5	BY MR. DELLAPORTAS:
6	Q. So if you look on the opening
7	paragraph, there is the description of the AG
8	Group. Do you see that?
9	A. Yes.
10	Q. When you refer to the AG Group are
11	you what you are referring to is consistent
12	with this definition?
13	A. Yes.
14	Q. And so the definition has the AG
15	Group including Arie Genger; is that right?
16	A. Yes.
17	Q. And Orly Genger?
18	A. Yes.
19	Q. And Arnold Broser?
20	A. Yes.
21	Q. And David Broser?
22	A. Yes.
23	Q. And it says, "In their individual
24	capacity on behalf of all entities managed, owned
25	or controlled in any way by Arnold or David Broser



1	Bowen
2	and which are in any way relating to the subject
3	matter hereof."
4	Do you see that? It's lines 4 and 5?
5	A. Yes. That's the you read the
6	parenthetical after David Broser? Yes.
7	Q. So, what entities are those?
8	A. I have no idea.
9	Q. You don't know any you don't know
10	the names of any entities associated with Broser?
11	A. No.
12	Q. Let's go back to Kasowitz 2
13	A. Okay.
14	Q which is the first amendment.
15	A. Right.
16	Q. What are the circumstances by which
17	this came about?
18	A. I'm not sure that's within the scope
19	of your subpoena, but I'm willing to give you some
20	leeway.
21	Q. I think there is a whole category.
22	Well, all documents concerning any property
23	it's No. 4. So you can answer, you can object,
24	but that's my question.
25	A. Well, I object that it's outside the



1	Bowen
2	scope of the subpoena. Your authority is to look
3	for assets that belong to Orly Genger or that are
4	to be paid to her. I don't see how the context of
5	this first amendment has anything to do with that
6	for the reasons we just discussed.
7	Q. Yet you produced it.
8	A. Yes. Yes, we did because you
9	specifically asked for it and you produced a copy
10	to us but it was unsigned so we gave you the
11	executed copy.
12	Q. Okay. And you would agree
13	A. Just so it's perfectly clear that you
14	have the operative document.
15	Q. Okay. And you would agree with me,
16	wouldn't you, that this document contemplates an
17	eventually payment of up to \$15 million to you;
18	correct?
19	A. No.
20	Q. No? What does it do? You tell me.
21	A. It is a mechanism for payment under
22	the AG/Trump Settlement Agreement that goes into
23	an escrow account that would be set up by me
24	and/or the Kasowitz firm per direction from the AG



Group.

1	Bowen
2	Q. And so when you say, "direction by
3	the AG Group," what would you consider to be
4	direction by the AG Group?
5	A. I don't know how else to describe
6	what I just described.
7	Q. Let's assume a year from now \$15
8	million comes in. What will it take for you to
9	make a payment to anyone of that \$15 million?
10	A. It would take direction from the AG
11	Group.
12	Q. Meaning what?
13	A. Meaning direction from the members of
14	the AG Group.
15	Q. Meaning Arie Genger, Orly Genger, and
16	the two Brosers?
17	A. That's how it's defined to the firm's
18	understanding in the relevant documents.
19	Q. Okay. So, the only way you will
20	release the proceeds at some if such proceeds
21	should come in the future is from a written
22	instrument signed by Arie Genger, Orly Genger,
23	Arnold Broser and David Broser?
24	A. I don't know if there is a
25	requirement for a written instrument. It may be



1	Bowen
2	right. I don't it's beyond the scope.
3	Q. Well, let's say they all get on the
4	phone with you. Let's take out writing.
5	A. What is the question?
6	Q. Is it correct that the only way you
7	will release the proceeds is if you are instructed
8	by all four of those individuals to do so in the
9	same manner?
10	A. No, that is not correct.
11	Q. How is it incorrect?
12	A. There is no understanding that the
13	firm is aware of that it's a majority vote or a
14	consensus vote or anything like that. It's
15	whatever whatever the agreement there is in and
16	among the members of AG Group, the firm has no
17	knowledge of that.
18	Q. Is the AG Group a corporation?
19	A. I have no idea.
20	Q. A trust?
21	A. I have no knowledge.
22	Q. LLC?
23	A. No knowledge.
24	Q. When you say you are going to take
25	instructions from the AG Group, how is that going



1	Bowen
2	to be communicated to you?
3	A. I think that's beyond the scope of
4	this deposition and beyond the scope of your
5	authority under Article 52. With that objection,
6	and without waiving that objection, I'm really not
7	sure how to answer that question.
8	How would that be communicated to me.
9	Q. Look, in a few days we are going to
10	go before a judge, just to be frank. The judge is
11	going to want to know about this \$15 million. You
12	are the escrow agent for the \$15 million. Clearly
13	you know the circumstances under which you would
14	release the \$15 million, so why don't you just
15	share this with me now so that you don't
16	unnecessarily annoy the federal judge?
17	A. Is that a question?
18	Q. It's a suggestion. I've asked
19	several questions and you have been very
20	disingenuous. Why don't you just try to answer
21	them.
22	A. Look. I don't understand why you are
23	making this into a hostile, ad hominem attack on

I'm not making an ad hominem on you.



Q.

24

25

me.

October 05, 2018

1	Bowen
2	A. I'm speaking on behalf of the firm.
3	I have
4	Q. You are saying you have \$15 million
5	and you
6	A. Excuse me. Let me finish.
7	Q have no idea how it is going to.
8	Do you understand how this is going to look when
9	the judge sees this transcript? I'm trying to
LO	help because I don't want I don't need to make
L1	unnecessary motions. I'm just trying to collect
L2	some money here. I'm not trying to burden the
L3	court.
L4	A. You interrupted my answer. You spoke
L5	over me so that the court reporter couldn't take
L6	down what I was saying.
L7	Q. Knock yourself out.
L8	A. I'm not going to engage in this kind
L9	of argumentative behavior. I thought that we were
20	going to be here as two professionals talking in a
21	professional way. You have immediately devolved
22	into your normal mode of behavior, which is ad
23	hominem attack and unreasonable speeches on the
24	record.

Everything you said I disagree with. I have



Т.	Bowell
2	been very clear about the scope of which I'm
3	prepared to answer and the scope within which we
4	think your subpoena is authorized.
5	If you want to continue this, you must deal
6	with me civilly. If you do that again, I'm going
7	to leave and then you can explain to the federal
8	judge and you can go look at the ethical rules,
9	the professional rules which require you to be
10	civil, why it was you weren't able to complete
11	this deposition.
12	Q. I have been perfectly
13	A. Do you want to continue?
14	Q. I have been perfectly civil with you.
15	Your answers, frankly, are an embarrassment.
16	A. Don't characterize my answers.
17	That's not being civil. Ask a question. If you
18	have objections to my answers, you can proceed.
19	Q. Please testify as to under what
20	circumstances you will release the proceeds
21	pursuant to the document where you are the escrow
22	agent?
23	A. I have already testified. This is
24	asked and answered I'll interpose that
25	objection at the direction of the AG Group.



1	Bowen
2	Q. What does that mean?
3	A. I don't know how else to explain it
4	to you.
5	Q. What does it mean?
6	A. What do you not understand about it?
7	Q. Tell me what it means to be at the
8	direction of the AG Group?
9	A. Well, first of all I object that this
LO	is outside the scope of your subpoena. If you had
L1	a basis to say that some of that money is either
L2	belongs to Orly Genger or is payable to Orly
L3	Genger, you can make that showing and we can have
L4	that discussion.
L5	Q. Well, I think we have a document
L6	here
L7	A. We'll probably have to excuse me.
L8	I'm in the middle of my answer.
L9	Q. Okay.
20	A. We'll probably have to litigate that,
21	but as of right now I see that outside of the
22	scope of your authority under Article 52 and
23	outside the scope of this subpoena.
24	However, without waiving that objection, I'm
25	willing to give you some latitude which is what I



1 Bowen

said and I'm willing to describe to you the firm's understanding of how this mechanism works.

- Q. So please proceed.
- A. Well, I have already told you that the AG Group has to give direction about how the money is disbursed after it hits the escrow account held by the firm.
 - O. Uh-huh.
- A. You asked me how is that direction going to be communicated. My response is, on behalf of the firm, however the AG Group wants to communicate it. It can be in writing, it can be a phone call. It would have to be something that could be documented I would assume just to, you know, discharge our recordkeeping responsibilities to show the flow of the money and, you know, 1099s and whatnot.

And then you are asking me who can speak on behalf of the AG Group whether it has to be all four in consensus, whether it has to be a majority vote, whether somebody else can speak on behalf of the AG group and my answer is: We don't have any information about any agreements between the AG Group. We're not aware that there is any dispute



1	Bowen
2	among the members of the AG Group, that there is
3	any agreement among the AG Group about who can
4	direct the money and who can't direct the money
5	maybe. If that maybe that will become an issue
6	down the road but we are not aware of it.
7	Q. Are you aware of anyone who is
8	authorized to speak on behalf of the AG Group?
9	A. Well, my understanding is that the
LO	members of the AG are reflected in Exhibit 3,
L1	these four individual people, and then the
L2	entities as you have pointed out. I'm not aware
L3	of any issue about who the spokesperson for the
L4	group can be.
L5	If you are asking me can I identify who the
L6	spokesperson for the group is, the answer is no.
L7	We're not aware that a spokesperson has been
L8	designated. We're not aware that it's an issue.
L9	Q. Well, let me ask you: \$15 million
20	comes in, Arie Genger calls you up and says, I'm
21	speaking on behalf of the AG Group, will you send
22	him the money?
23	A. I can't really answer that question.
24	It's a hypothetical. I'm not again, I think

it's outside the scope of the subpoena so I'll



1	Bowen
2	object on that basis, but in the spirit of giving
3	you some latitude so that you have some
4	transparency into this arrangement at least as far
5	as the firm is aware, the answer is maybe yes,
6	maybe no. I mean, if we don't hear from the other
7	members of the group that there is some
8	dissension, then the answer would be that we would
9	follow that direction, hypothetically speaking.
10	Q. If I ask that question for Orly
11	Genger, would you give the same answer?
12	A. If Orly Genger called up speaking on
13	behalf of the AG Group? Yes, the same answer.
14	Q. What about Arnold Broser?
15	A. Same answer.
16	Q. David Broser?
17	A. Same answer.
18	Q. Has any money been received pursuant
19	to this document?
20	A. No.
21	Q. This Kasowitz 2?
22	A. No.
23	Q. Okay. Have there been any
24	communications with members of the Trump Group
25	about potential receipt of this money pursuant to



1	Bowen
2	this document?
3	A. Well, the trump Group signed Exhibit
4	2, the members of the Trump Group did, so yes.
5	Q. Were new notes issued pursuant to
6	this document?
7	A. No.
8	Q. Promissory notes?
9	A. I think there were amendments. It
10	might have been a supplemental amendment. I don't
11	recall. It just reflects the same information
12	that's in this amendment.
13	Q. I'm sorry. Can you just read that
14	back.
15	A. I will explain. If you read Exhibit
16	2 you will see that it's making amendments about
17	the direction of how the Trump group is to route
18	the money. I believe and I'm going from memory
19	here, that the note itself the originally
20	issued note refereed to Watell.
21	That there was either a supplemental
22	attachment to the note or an amendment to the note
23	that substituted Kasowitz firm, me, for Watell.
24	Any changes to the note are changes that you see
25	reflected here.



1	Bowen
2	Q. And Kasowitz was in possession of the
3	old notes?
4	A. The answer to that is no.
5	Q. What about the new notes? Or the
6	amended notes?
7	A. Yes.
8	Q. You haven't produced those?
9	A. No.
LO	Q. Why haven't you produced those?
L1	A. Because we don't see it within the
L2	scope of the subpoena or the scope of your the
L3	wording.
L4	Q. And the reason?
L5	A. If you want it, I will take it under
L6	advisement. I mean, we gave you the executed
L7	version of the first amendment because you gave it
L8	to us unsigned. In the spirit of full
L9	transparency, we wanted you to have the document
20	that shows that that's the operative agreement so
21	you don't have any confusion about it.
22	Q. And in your view, why were the
23	amended subordinated notes production of the
24	amendment subordinated notes beyond the scope of
25	the subpoena?



1	Bowen
2	A. Because it doesn't reflect assets
3	owned by Orly or to be paid to Orly.
4	Q. Why not?
5	A. I don't know what you mean "why not,"
6	it doesn't.
7	Q. Well, because it's to be paid to a
8	quote, unquote, group of which Orly is one member;
9	correct?
10	A. Well, your statement that she is a
11	member of the AG Group is correct.
12	Q. And the notes are to paid to the AG
13	Group; correct?
14	A. No. They are to be paid at the
15	direction of the AG Group.
16	Q. Okay. And the AG Group is not in
17	itself some sort of corporation or partnership as
18	far you know. It's not some sort of legal entity;
19	correct?
20	A. The firm has no information about
21	that.
22	Q. Okay. But to the best of your
23	knowledge, you're not aware of any legal entity
24	created that's known as the AG Group?
25	A. The firm is not.



1	Bowen
2	Q. Okay. So we have notes to be paid at
3	the direction of a group of which Orly is one
4	member and yet you are taking the position that
5	that is not, in any way, relevant to that process
6	by which we seek to identify assets potentially
7	payable to Orly Genger herself?
8	A. That's correct because as I testified
9	earlier, it is the firm's understanding that there
LO	is no there is no arrangement that any amount
L1	of that money is to be paid to Orly or that she
L2	owns or has any claims to any amount of that
L3	money.
L4	Q. What is the firm's understanding as
L5	to how that money is to be disbursed if received?
L6	A. It's up to the AG Group. It has

- A. It's up to the AG Group. It has nothing to do with any kind of ownership claim by Orly.
- Q. Has the AG Group shared that understanding with Kasowitz?
- A. That's the firm's understanding. I'm not going to try and parse out what part of that may be protected by privilege and what part of it is coming through third party communications. I'm not in a position to do that.



17

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24

1	Bowen
2	Q. Well, has the AG Group shared its
3	intention as to how, if the money is received, it
4	intends to direct you to disburse it?
5	A. No. Other than it's our
6	understanding, again, based on communications that
7	I can't parse out, that Orly Genger has no claim
8	to any of that money nor is any of that money
9	being paid to her.
10	Q. What is your understanding based on?
11	A. I already explained to you that I
12	can't parse out what communications that's based
13	on because some are privileged and some are not.
14	And it's just it's an impossibility to try and
15	make that kind of fine distinction, but it
16	involved communications with our client and it
17	involved communications with the members of the AG
18	Group.
19	Q. Okay. Is Arnold Broser a client of
20	the firm with respect to this matter?
21	A. Not with respect to the Gengers, no.
22	Q. With respect to anything else?
23	A. No. Well, I don't know.
24	Q. That you are aware?
25	A. Well, I I don't know.



1	Bowen
2	Q. In which you, Michael Bowen, are
3	aware?
4	A. Well, I'm not really here testifying
5	on my behalf to try and move this along. I can
6	say that it's without the scope of the subpoena so
7	I didn't do any reasonable inquiry trying to
8	figure out if the firm represents the Brosers in
9	any, you know, any other matter totally unrelated
10	to this. I have no knowledge of that. I guess,
11	just to help you, I will volunteer in my
12	individual capacity, I have to idea.
13	Q. Let me just limit it to this.
14	Limited to this, Arnold Broser is not a client of
15	the firm?
16	A. That's correct.
17	Q. And what about David Broser?
18	A. Same answer.
19	Q. What about Arie Genger?
20	A. Arie Genger is a little more
21	complicated because we the firm has appeared on
22	his behalf in some of his litigations involving
23	disputes with Sagi Genger, who may or may not be
24	related to this settlement agreement because it's
25	so convoluted. I don't know the answer to that.



1	Bowen
2	Q. With respect to this settlement
3	agreement, you are not able tell me whether the
4	firm believes it has a privileged attorney-client
5	relationship with Arie Genger?
6	A. That's correct. I'd have to look
7	into that.
8	Q. And the reason I ask is because you
9	declined to answer certain questions with regard
LO	to your knowledge of the ultimate disposition o
L1	these proceeds on privileged grounds.
L2	So, when you make that objection, are you
L3	specifically speaking of Orly's privilege or are
L4	you speaking also of a potential privilege with
L5	Arie?
L6	A. Well, I haven't declined to answer
L7	anything. I have answered all of your questions.
L8	I have interposed objections that constrain the
L9	information that I can provide.
20	It is certainly the case that we represent
21	Orly Genger in all aspects of her dispute
22	disputes, plural, with Sagi Genger, and certainly
23	in connection with the AG/Trump Group Settlement

Agreement so that prohibits me from divulging

communications that we have had with members of



24

1	Bowen
2	the AG Group to come to conclusions or the
3	understanding that we have. It's not really
4	conclusions, it's really just our understanding.
5	Q. So you are declining or you feel
6	constrained not to identify communications with
7	any of the four members of the AG Group? Is that
8	what I understood your last answer to mean?
9	A. I can't parse out how we came to the
10	understanding based on who told us what, because
11	some of that is privileged and I'm not going to
12	give you unprivileged communications so you can
13	deduce privileged information.
14	Q. Well, let's put aside what I can
15	deduce and not deduce. You have made a statement
16	that Kasowitz believes that none of the \$15
17	million will ultimately be paid to Orly. I have
18	asked you the basis for that understanding and you
19	said it's you're constrained by the privilege
20	from answering it. I have asked who that
21	privilege is with
22	A. I've got to correct you.
23	Q. Hold on. Let me finish and then you
24	can correct everything I said that is wrong.

I've asked you the basis for who you had the



1	Bowen
2	privilege with, and you said, "Orly and maybe
3	Arie." What I'd like for you to do is to identify
4	for me any communications you have had with anyone
5	who is not Orly Genger or Arie to the extent you
6	are maintaining a privileged relationship with him
7	with respect to this matter with regard to the
8	ultimate disposition of the \$15 million?
9	A. I can't answer that question because
10	you you made some misstatements in there about
11	what I have said just moments ago. So I can't
12	adopt your long preamble and now, because you
13	interrupted me when I tried to correct you, I
14	don't remember what it was you were saying that it
15	was mistaken.
16	Q. I can do without the preamble.
17	A. I'd like to correct the preamble.
18	Q. You can read it back and make any
19	corrections you want.
20	(Readback of prior question.)
21	THE WITNESS: So you are mistaken in
22	saying that I'm constrained from telling
23	you the basis for the understanding. I
24	told you the basis for the understanding.
25	You didn't ask to get into the



1	Bowen
2	communications that the substance of
3	the communications that the firm has had,
4	I presume the question is with each member
5	of the AG Group on that topic, and my
6	answer to that is:
7	Because of the privilege, I cannot
8	parse out which information came from
9	which member of the AG Group, or how many
10	discussions we had over what period of
11	time or who had these discussions on
12	behalf of the firm. That's not within the
13	scope of preparing for this deposition so
14	I don't have that information at my
15	fingertips.
16	And then, on top of that, there are
17	privilege concerns because some of that
18	information certainly came from Orly
19	Genger who is a client and some came from
20	Arie Genger who may be a client for these
21	purposes. I'm not clear on that on behalf
22	of the firm. That would take further
23	investigation on my part.
24	Q. Let me just limit it to the Brosers.

What communications have you had with Brosers with



1	Bowen
2	respect to the ultimate disposition of the
3	proceeds?
4	A. Other than telling you that there
5	were communications with the Brosers between the
6	Brosers and the firm on that topic I cannot get
7	into details of the communications. That's not
8	available to me.
9	Q. Why can't you?
10	A. That's not something that I prepared
11	in anticipation of the testimony today. I did not
12	see it within the scope of the subpoena or
13	relevant to your inquiry.
14	Q. Why did you not see it within the
15	scope of the subpoena?
16	A. The question is: Did the firm have
17	an understanding that anything relating to the
18	settlement agreement or the \$15 million notes, you
19	know, minus whatever setoffs the Trump Group is
20	going to claim. And that payment mechanism, if
21	anything related to that has a relationship to or
22	assets owned by Orly or assets to be paid to Orly,
23	and the firm's understanding is that it does not.
24	So how the firm came to that understanding

and what goes into that understanding and what



1	Bowen
2	other people may have claims to that money or
3	don't have claims to that money, all of that is
4	irrelevant to us and irrelevant to your subpoena.
5	Once the firm has the understanding that it
6	is not an asset of Orly and it's not payable to
7	Orly, that answers your question.
8	Q. And so even if the firm has an
9	understanding as to whom that money is payable to,
LO	you're not going to share that with me here today?
L1	A. It's payable at the direction of the
L2	AG Group, the AG Group has given us no direction
L3	on where the money is to be paid.
L4	Q. How do you know that it is not
L5	ultimately to be paid in part to Orly Genger?
L6	A. Because our understanding, based on
L7	communications that we have had with members of
L8	the AG Group, Orly has no claim to any of that
L9	money and none of that money is payable to her.
20	Q. What's that understanding I'm
21	sorry, when were those communications made?
22	A. Over the course of multiple years
23	going back to at least the day of the amendment.
24	I think even earlier than this. What's the date

of this? June of -- no. This is dated, I think,



1	Bowen
2	last summer, in 2017. It certainly predates that
3	so it's a series of communications that goes back
4	many years.
5	Q. When you say, "many years" what is
6	the start of that?
7	A. When was the trial that we did in
8	front of Judge Jaffe
9	Q. In 2015?
10	A. Yeah, so it started in that time
11	period to the present.
12	Q. So who does have a claim to those
13	assets if not Orly? To those proceeds if not
14	Orly?
15	A. Well, since it's at the control of
16	the AG Group, I think the AG Group would have that
17	understanding. The firm does not.
18	(Recess taken.)
19	BY MR. DELLAPORTAS:
20	Q. I'm going to just clarify one of your
21	prior answers.
22	A. Sure.
23	Q. When you say that Orly Genger has no
24	claim to the payments made under the note, are you
25	saying that the money that the money is going



1	Bowen
2	to AG Group, and beyond that you don't know what
3	they plan to do with it, or are you saying that
4	you have knowledge that the AG Group will not be
5	transmitting any of that to Orly Genger?
6	A. The latter.
7	Q. Okay.
8	MR. DELLAPORTAS: I would like to
9	next mark as Kasowitz 4 a document
LO	entitled: "Satisfaction of Judgment"
L1	dated March 28, 2018.
L2	(Exhibit 4 was so marked for
L3	identification.)
L4	BY MR. DELLAPORTAS:
L5	Q. Mr. Bowen, this is a satisfaction of
L6	judgment in the predecessor case in which your
L7	firm represented Ms. Genger; correct?
L8	A. It's a 2014 case?
L9	Q. Yes.
20	A. Yes. That's correct.
21	Q. And this payment was this
22	satisfaction was filed on March 28, 2018?
23	A. According to the document, yes.
24	Q. Okay. And the third whereas clause
25	says that, "Whereas Orly Genger caused the



1	Bowen
2	\$21,005.24 to be paid on March 27, 2018."
3	A. I see that.
4	Q. And it was signed and filed by
5	Kasowitz; correct?
6	A. Yes.
7	Q. How did Ms. Genger make that payment?
8	A. I have no knowledge.
9	Q. Do you know where the money came
10	from?
11	A. No.
12	Q. And Kasowitz doesn't know where the
13	money came from?
14	A. I don't believe so. I don't believe
15	this went to Kasowitz.
16	Q. How did Kasowitz have the comfort
17	level to file a statement in federal court saying
18	a payment was made?
19	A. I don't understand your question.
20	Are you saying that we didn't have a reasonable
21	basis to make that statement? Did you receive the
22	money? Your client should know whether or not he
23	received the money. We never heard any complaint
24	that the money was not received.
25	Q. What was the basis for your belief



1	Bowen
2	that the \$21,000 and so forth, was paid by Orly
3	Genger on March 27, 2018?
4	A. That's beyond the scope of your
5	subpoena, number one. It's trying to invade
6	privilege, number two. Number three, do you have
7	the basis to say the money wasn't paid? Is what
8	you are saying is that the money was not paid? Is
9	that what your claim is?
10	Q. Well, I'm just here to ask
11	questions
12	A. Is that implicit in your questions?
13	Q not to answer questions.
14	A. Let me put it this way: To the
15	extent that you are implicit in your question of
16	the claim that \$21,005.24 reflected on Exhibit 4
17	was not in fact paid in full satisfaction of the
18	judgment, then to the extent that that is what you
19	are saying, we we reject that claim. We have
20	no information that it was not paid.
21	Q. Implicit in my question is that if
22	Kasowitz was being truthful in his representation
23	in federal court, then Ms. Genger, at one point in
24	time, during the course of this litigation, had

access to \$21,000 in order to make that payment.



1	Bowen
2	My question is: Where did that come from?
3	A. That's a false premise. Why would
4	you possibly say that.
5	(Laughter.)
6	Why are you laughing?
7	Q. Because you are being an idiot.
8	That's fine.
9	A. So you just called me an idiot.
LO	Calling me an idiot in a federal deposition is
L1	against your ethical obligations.
L2	Q. Can you answer the question?
L3	A. Can you acknowledge the fact that you
L4	just violated your ethical obligations by calling
L5	me an idiot?
L6	Q. Can you answer the question?
L7	A. Do you want to retract that statement
L8	or do something to try and fix the fact that you
L9	just made another ad hominem attack after I told
20	you that I will not tolerate that?
21	Q. Can you please answer the question?
22	A. If you acknowledge the fact that you
23	are out of line and you retract your statement.
24	Q. I will correct it: Your answer was
25	idiotic.



1	Bowen

- A. Fine. That's still an ad hominem attack. Do you think that's better? Do you know a federal judge is going to be reviewing this transcript? Fine. I will take that as your -- as your position. I'll make sure a federal judge reviews this transcript.
- Q. Wonderful. Can you now answer the question?
 - A. State your question again, please.
 - Q. Can you read back the last question.

 (Ouestion read back.)

BY MR. DELLAPORTAS:

- Q. If Kasowitz was being truthful in his representation to the federal court that Orly paid -- cause to be paid \$21,000, implicit within that is that Orly at one time had access to \$21,000 and my question is: What is Kasowitz' knowledge with respect to the source of that asset?
- A. I can't answer that question because you have false premises. The fact that somebody has paid a judgment doesn't mean that that person had the assets to pay the judgment. You can ask a third party to pay the judgment. You can obtain loans which means you are taking on even more debt



1	Bowen
2	to pay the judgment.
3	Q. So which is it?
4	A. So I don't know, but I can't answer
5	the question with all of those presuppositions
6	that you put in there, which are not necessarily
7	true. Leaving that aside, if your question is,
8	what does the firm know about where Orly Genger
9	got the money to pay this judgment, this amount of
10	money that is reflected in Exhibit 4, the answer
11	is, which I think I told you before, we don't
12	know.
13	Q. That includes Mr. Hirschman? He
14	doesn't know how his wife paid that judgment?
15	A. I don't know how a spouse or the
16	information a spouse had in relationship to a
17	spouse. I'm not here testifying on behalf of
18	Mr. Hirschman. And there are spousal privileges
19	that may or may apply to that information. I can
20	only speak on behalf of the firm.
21	On behalf of the firm, we have no knowledge
22	about where that money was sourced from or even
23	how it was transmitted. I guess I have to look at
24	how it was transmitted. I may the firm may

have that information. It was not something I



Т.	Bowell
2	prepared for today because you didn't identify it
3	as a topic in your subpoena.
4	But, in any event, to suggest that Kasowitz
5	as a firm is acting in bad faith because it didn't
6	have a good faith basis for filing this
7	satisfaction of judgment, on behalf of the firm, I
8	completely reject that and I think it's unethical
9	and unprofessional for you even to suggest it.
10	That's my answer.
11	Q. First of all, you're being
12	disingenuous. There was no suggestion that you
13	were acting in bad the firm was acting in bad
14	faith in filing this piece of paper. I do think
15	there is a serious question in that regard with
16	respect to your answers here today but we will
17	proceed.
18	Is that your signature on page 2 or is that
19	Mr. Hirschmann?
20	A. Well, I will just note that, once
21	again, you are making an ad hominem attack.
22	Q. I'm clarifying an allegation you made
23	against me.
24	A. You're making an ad hominem attack on
25	me and you are saying I'm acting in bad faith when



1	Bowen
2	I'm here
3	(Talking over each other.)
4	Q. That's a serious question.
5	A trying to give you serious and
6	professional and careful answers on behalf of the
7	firm.
8	Q. Okay. Well, one is them is: Whose
9	signature is that on page 2?
LO	A. Which exhibit?
L1	Q. Kasowitz 1.
L2	A. That's my signature.
L3	Q. And so at the time you made this, you
L4	had no idea how Orly came to pay the \$21,000?
L5	A. It's asked and answered, but I will
L6	try and explain it again to you. The firm has no
L7	information about the source of those funds. It
L8	may have information about the mechanism of how
L9	the funds were transferred, but I did not prepare
20	that information for today. I don't personally
21	have it and I did not prepare that information for
22	today, because it was not identified as a topic
23	for this deposition.
24	By the way, this also doesn't refer to
25	assets that Orly owns or that are payable to Orly.



Τ	Bowen
2	Q. And when you say "the firm" you are
3	excluding Mr. Hirschman who is a partner of the
4	firm?
5	A. Absolutely not.
6	Q. So you are saying Mr. Hirschman has
7	no idea where that money came from?
8	A. Absolutely not. I'm speaking only on
9	behalf of the firm.
10	Q. And you understand that the firm is
11	comprised of its partners; correct?
12	A. Yes.
13	Q. Mr. Hirschman is one of its partners?
14	A. Yes.
15	Q. If fact, he was the listed as the
16	lead counsel with respect to the matter in which
17	the satisfaction of judgment was filed.
18	A. That may be.
19	Q. He is not just some random partner
20	who I picked out of the website. He was actually
21	the lead partner and lead attorney with respect to
22	the matter that I'm now asking you about; correct?
23	A. Asked and answered.
24	Q. Okay. And so when you're speaking
25	that the firm doesn't know where this \$21,000 came



1	Bowen
2	from, are you including Mr. Hirschman in that or
3	are you excluding Mr. Hirschman from that?
4	A. Speaking on the information that is
5	available to the firm, qua firm, that
6	Mr. Hirschman has information available to him,
7	qua spouse I'm not privy to that information
8	speaking only on behalf of the firm. Speaking on
9	behalf of the firm, I'm not excluding any
10	available source of information available to the
11	firm.
12	Q. And how do you parse through, in your
13	mind, what Mr. Hirschman knows qua firm versus qua
14	spouse?
15	A. I don't even know how to answer that
16	question.
17	Q. It was the basis upon which you
18	answered the last question so I'd like to probe
19	the basis on which you answered the last question.
20	A. Let me put it this way: I didn't
21	interview Mr. Hirschman to invade his marital
22	relationships with his wife. I didn't ask him
23	about personal information of any sort at any
24	time. I am, however, privy to information that
25	Mr. Hirschman has that's relevant to your



1	Bowen
2	subpoena. And that is available to the firm
3	meaning it's information that he learned in his
4	capacity as a lawyer at the firm.
5	Q. When you said you didn't interview
6	him about his marital communications, did you
7	interview Mr. Hirschman at all with respect to
8	your preparation for this?
9	A. I 'm not providing any answers about
10	what I did to prepare for this deposition other
11	than saying that I made reasonable inquiry and I
12	made reasonable searches and drawing upon my own
13	personal experiences as a partner at the firm, and
14	as a lawyer for Orly Genger, since we became
15	involved in the Genger affairs on behalf of Orly
16	Genger in, I guess, that was 2015.
17	Q. Let me ask you more generally: What
18	bank accounts are you aware that Ms. Genger
19	currently has access to?
20	A. The firm is aware of no bank accounts
21	that she has that is in her name or that belong to
22	her. I have anecdotal information that that
23	belongs to the firm that she had some kind of an
24	account that was attached, I think, by your client

that had a few thousand dollars, like, \$8,000 or



1	Bowen
2	something to that extent, which is, I think, part
3	of this 2014 proceeding, if I remember right.
4	Q. Does Ms. Genger pay for your
5	services? Pay the firm?
6	A. That's privileged information. I'm
7	not getting into any financial arrangements
8	between Orly Genger and the firm other than to
9	tell you that there is no money or assets that
10	belong to her or that are payable to her in that
11	relationship.
12	Q. Can you read that back.
13	(Readback of prior question.)
14	BY MR. DELLAPORTAS:
15	Q. What do you mean by that?
16	A. I mean, there is no money going the
17	other way. Meaning the firm doesn't hold assets
18	for Orly Genger and there are no assets or funds
19	that are payable to Orly Genger that the firm has.
20	For example, sometimes clients pay a retainer that
21	has not been charged against yet. There's nothing
22	like that in this relationship.
23	Q. Okay. Have payments been made during
24	the relationship from Orly Genger to the firm?
25	A. I'm not privy to answer that



Т	Bowen
2	question; it's privileged information.
3	Q. What's your basis for saying that's
4	privileged information?
5	A. Because the relationship between
6	attorney-client is highly confidential and most
7	often privileged. Unless you have some authority
8	you want to talk about, we can reconsider it. You
9	have to have a reason if you are going to get into
10	the financial relationship with an attorney and a
11	client.
12	Q. Yes.
13	A. Given the fact that you are looking
14	for assets I'm comfortable in telling you that
15	there has been no payment of any sort from Orly
16	Genger to my firm in this year, 2018.
17	Q. What about during the since the
18	lawsuit was filed in October 2017?
19	A. I'm not I think that information
20	would both be irrelevant and protected by
21	privilege.
22	Q. Why in your view would it be
23	irrelevant?
24	A. It's not identifying assets that
25	belong to Orly Genger or that are payable to Orly



October 05, 2018

1 Bowen

Genger.

Q. And you don't believe that if Orly Genger made a payment from an account less than a year ago, that might not have some bearing on the location of her assets today? You are so confident in that that you are willing to have the direction to yourself not to answer that question in the context of discovery?

A. I don't understand your question. If your question is: Is the firm aware of the bank account that it received funds from and the bank account belongs to Orly Genger, the answer to that question is no. The firm is not aware -- other than the one account I identified a moment ago, which had \$8,000 in it and I believe that was attached by your client in the prior proceeding, sub district, I believe, I may be getting those facts mixed up in my head, but again, to try and reframe your question so I understand it.

If your question is: Did the firm ever receive any payment from Orly Genger from a bank account that the firm can identify as belonging to Orly Genger? The answer is no.

Q. When you use the term "belong" --



1	Bowen
2	"an account belonging to Orly Genger," what do you
3	mean by that?
4	A. I mean an account that is either for
5	her benefit or that she controls.
6	MR. DELLAPORTAS: We'll mark Kasowitz
7	5 a document entitled "Satisfaction of
8	Judgment" dated May 8, 2018.
9	(Exhibit 5 was so marked for
10	identification.)
11	BY MR. DELLAPORTAS:
12	Q. This is, again, a document that your
13	firm filed it looks like May 2018. Do you
14	recognize it?
15	A. Yes.
16	Q. Is that your signature on the second
17	page?
18	A. Yes.
19	Q. It reflects that a judgment was
20	satisfied to Ms. Dahlia Genger in the amount of
21	\$58,059.30.
22	Do you see that?
23	A. Yes.
24	Q. What was the source of the payment
25	for that \$58,000?



1	Bowen
2	A. The firm has no information about
3	that.
4	Q. So you are representing that the firm
5	does not know how Ms. Genger made that \$58,000
6	payment?
7	A. No. That's a separate question. The
8	first question was what's the source and the
9	answer is that the firm does not know the source.
10	The second question is how the payment was made.
11	The answer to that is that the firm may have that
12	information, but I didn't research that and I'm
13	not prepared to address it because it wasn't
14	within the scope of your subpoena.
15	Had you identified it I could have given you
16	a definitive answer. So we made no, you know,
17	whatever mechanism or method or route the money
18	went, but I don't have that information at the tip
19	of my finger tips right here today.
20	Q. So, your view is that Ms. Genger's
21	access to \$58,000 just a few months ago, was not
22	within the scope of our subpoena?
23	A. No. I didn't testify to that. I
24	testified that had you identified that one of the
25	topics that you wanted to discuss was the method



1	Bowen
2	or manner in which these satisfaction excuse
3	me these judgments were paid that are reflected
4	in these two documents Exhibits 4 and 5, I could
5	have been prepared to address that because it may
6	very well be that the firm does know how those
7	payments were made
8	Q. Well, one of the subjects are
9	assets
10	A. Excuse me, one second.
11	Q of Ms. Genger?
12	A. I have to finish that answer.
13	Q. Okay.
14	A. You also said that the fact that she
15	had access to this money and you made a comment
16	that that should be relevant within the scope of
17	your subpoena
18	Q. One would think.
19	A. Well, I understand that you are
20	expressing your view your own personal view of
21	that but logic kind of dictates that that may
22	or may not be true because it always is the case
23	that an impecunious person can have a debt paid by
24	somebody else on their behalf, now whether that
25	happened here or not, I have no information. The



1	Bowen
2	firm has no information.
3	Q. So the firm doesn't know where this
4	money came from either? That's what you are
5	saying?
6	A. No. Because you keep subtilely
7	changing the question and I think I want to,
8	make sure we are not misunderstanding each other.
9	If you are asking me the source of the money, the
10	firm does not know the source of the money.
11	If you are asking where the money came from,
12	what the manner was in which the money was
13	transferred from one location to another, was it
14	by check, was it by wire, or some other type of
15	electronic transfer, the answer is: We may be
16	aware of that but I have not prepared that
17	information for today's deposition.
18	Q. Is the firm aware of where Ms. Genger
19	currently resides?
20	A. I believe that's outside the scope of
21	this deposition. I don't understand what her
22	where she I guess well, first of all, I
23	should clarify: When you say where she resides,
24	are you asking for her domicile, in the technical
25	sense of that word?



1	Bowen
2	Q. Interpret it however will yield an
3	answer.
4	A. Well, the firm is aware that she
5	primarily resides in Tel Aviv, Israel. And also
6	that she has an interest in some form that I'm
7	not necessarily I may not be remembering
8	correctly, I believe a condominium in Austin,
9	Texas. She spends some time there. But I don't
10	know. And I think there have been public filings
11	on that. So whatever the public filings are to
12	the extent that the firm's knowledge on that as of
13	the time that those filings were made.
14	Q. Does Ms. Genger have any interest in
15	any other homes other than the two that you just
16	described?
17	A. Well, I don't know that she has any
18	interest in the Tel Aviv home. If by "interest"
19	you mean ownership interest, the firm doesn't have
20	information about that at all.
21	Q. What do you know about that subject?
22	A. The only information that the firm
23	has is that she lives there at the address that is
24	a matter of public record.

What about other homes?



Q.

1	Bowen
2	A. The firm has no information about
3	that at all other than the fact that she does have
4	some type of interest and it may be through
5	marital property and it may not. I don't know the
6	ins and outs the firm doesn't know the ins and
7	outs of the Austin, Texas property.
8	Q. When you say "marital property," what
9	do you mean?
10	A. I'm not using that in any kind of
11	legal or technical meaning or a term of art
12	meaning. I just know that sometimes a husband and
13	wife can own property as joint tenants in common
14	or income and it's not something where it
15	doesn't necessarily reflect that one spouse or
16	another actually contributed anything to the
17	purchasing the property it's just by virtue of
18	their status of being married that it's considered
19	to belong to both.
20	Q. What other marital property are you
21	aware of with respect to Ms. Genger?
22	A. None.
23	Q. Does Ms. Genger have an interest in
24	her husband's partnership interest?
25	7 The firm is not aware of that To



1	Bowen
2	the extent it's relevant, the firm is not aware of
3	it.
4	Q. When you mentioned you made a
5	reasonable inquiry with respect to the subject
6	matters of the subpoena, what specifically did you
7	do?
8	A. I'm sorry?
9	Q. When you say you made a reasonable
10	inquiry with respect to the subject matters of the
11	subpoena it's a term you've used several times
12	in deposition what, specifically, did you do?
13	A. I'm not going to answer that
14	question. That is privileged work-product
15	information. I will repeat what I said before,
16	which is: I made reasonable inquiries of
17	personnel at the firm who have knowledge into
18	Genger matters. I made reasonable searches in the
19	sense that I looked at information both in
20	documentary form and otherwise that's available to
21	the firm that's related to this topic, and the
22	representation of Orly Genger.
23	And I'm basing it on my extensive knowledge
24	and participation in representing Orly Genger
25	since the firm became involved in the very



1	Bowen
2	beginning I mean, in the very beginning of the
3	firm's involvement starting sometime in 2015, I
4	believe.
5	Q. Where does Mr. Hirschman live?
6	A. Well, I don't think that's relevant.
7	I don't see how that's relevant to the subpoena.
8	Q. So you are declining to answer?
9	A. I'm declining to answer on the basis
10	that confidential information about a partnership,
11	individual partners, is beyond the scope of this
12	subpoena. If you want to clarify why you think
13	it's relevant I'm willing to reconsider, but I
14	don't see any relevance whatsoever.
15	Q. To the best of your knowledge, are
16	they still married?
17	A. I don't see how that's relevant
18	either.
19	Q. Okay.
20	A. If you want to explain why you think
21	it I mean, look, one of the things that you
22	have not ever tried to justify is why you are
23	trying to interfere or interpose into this private
24	marital relationship between Ms. Sagi's own sister
25	and her husband. If you want to explain it, you



1	Bowen
2	can explain it.
3	Q. You just said they had marital
4	property.
5	A. How how
6	Q. I have an uncollected \$3 million
7	judgment. Isn't it, at least, marginally rel
8	event that I inquiry about their marital property?
9	A. You're not asking about their marital
10	property. Now you are asking about their marital
11	relationship and whether or not they are still
12	married.
13	Q. Yes.
14	A. And I guess the question
15	Q. Isn't that relevant to marital
16	property if they are in fact still married? No?
17	A. No. Well, first of all, I don't
18	think it's a valid question. I think it's an
19	offensive question.
20	Q. An offensive to ask whether they are
21	still marred?
22	A. Yes.
23	Q. Okay.
24	A. Secondly, I'm speaking on behalf of
25	the firm, and the firm doesn't have information



1	Bowen
2	about the marital status of it's various partners
3	unless or until there is some reason to notify the
4	firm about a marriage or a divorce or some other
5	type of change in status that the firm might need
6	to be aware of in terms of insurance.
7	I see that you're not really paying
8	attention to my answer so I am just going to stop
9	even though my answer is not finished. If you
10	want to listen
11	Q. The reporter is capturing you
12	answers.
13	A. No, I'm not going to speaking when
14	I'm being treated in this fashion. If you want to
15	listen to the answer
16	Q. You're being treated perfectly fine.
17	Stop making speeches. You are allowed to answer
18	the question. I didn't interrupt. You
19	interrupted yourself. You were making a speech,
20	finish your speech and then we will go on to the
21	next question. I'm listening. I can do two
22	things at the same time.
23	A. You were talking to your client.
24	Q. I was not talking to my client. I
25	was reviewing my notes while I was listening to



1	Bowen
2	your answer. Believe it or not, I'm capable of
3	doing that.
4	A. Tell me where I was and I will pick
5	it up.
6	Q. The reporter can tell you that.
7	(Readback of prior question.)
8	THE WITNESS: I got it. So continuing
9	my answer to the extent that your question
10	is asking whether or not there has been
11	any communications with the firm with
12	respect to Mr. Hirschman marital status
13	other than the fact he was married to Orly
14	Genger at some point, I believe, in 2016
15	if my memory is correct, the answer is no.
16	MR. DELLAPORTAS: Make the next one
17	marked as Kasowitz Exhibit 6, February 5,
18	2018 letter.
19	(Exhibit 6 was so marked for
20	identification.)
21	BY MR. DELLAPORTAS:
22	Q. This is a letter you submitted to the
23	court.
24	A. Correct.
25	Q. If you go to the last page, the first



1	Bowen
2	full paragraph on page 3.
3	A. Yes.
4	Q. In it you wrote to Judge Freeman
5	"Orly has attested that long before this action,
6	she purchased a home in Tel Aviv with her husband
7	and that she lives there with her infant
8	daughter."
9	What attestation are you referring to there?
10	A. It would be the sworn declaration
11	that she submitted in this action.
12	Q. In this case?
13	A. I believe so.
14	Q. Okay. Do you represent Arie Genger
15	with respect to this matter? I'm talking about
16	the case we are currently in to today?
17	A. The judgment enforcement case?
18	Q. Yes.
19	A. I don't think he is a party in this
20	action. We may or may not represent him for
21	purposes of discovery if and when there is any
22	discovery propounded on him, but I don't know the
23	answer to that.
24	Q. So, I will represent to you that we
25	served a subpoena on him and he did not appear for



1	Bowen		
2	that as in fact I e-mailed you a few weeks ago.		
3	Are you representing with respect to that		
4	subpoena?		
5	A. I don't believe so. What do you mean		
6	you e-mailed me about it?		
7	Q. I e-mailed you		
8	A. Do you mean me personally or the		
9	firm? Somebody else?		
10	Q. I e-mailed you personally.		
11	A. About Arie Genger?		
12	Q. Yes. I e-mailed you, Mr. Freedman,		
13	and Mr. Montclair		
14	A. Mr. who? I'm sorry.		
15	Q. Montclair? Paul Montclair? He was		
16	prior attorney of Arie with regard to our subpoena		
17	and asked if you represented him with regard to		
18	that subpoena?		
19	A. You didn't get a response from		
20	anybody at my firm?		
21	Q. No, I only e-mailed you.		
22	A. When you say Mr. Friedman, who are		
23	you talking about?		
24	Q. Leon Friedman. That's another prior		
25	attorney of Mr. Genger.		



1	Bowen
2	A. It's possible that I missed that
3	e-mail. If you didn't include anybody else on the
4	Kasowitz team. I don't remember it personally.
5	On behalf of the firm, I have no information that
6	we represent Arie Genger with respect to any
7	process that you may or may not have served on
8	him.
9	Q. In this case.
10	A. I have no information about whether
11	or not right, in this case. Currently. Let's
12	just say currently. And I don't have any
13	information about whether you in fact did serve
14	process on him.
15	Q. Okay.
16	A. So I can't comment on that either.
17	Q. So, suffice it to say that we don't
18	believe your relevance objections were well taken.
19	Our position is this deposition has to be
20	continued until the proper documents are produced
21	and the proper questions are answered, but subject
22	to that position we have nothing further for
23	today?
24	A. Okay.
25	(Time noted: 11:41 a.m.)



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MICHAEL PAUL BOWEN SAGI GENGER -v- ORLY GENGER

1	Bowen
2	THE WITNESS: Read and sign.
3	(Time noted: p.m.)
4	
5	
6	MICHAEL BOWEN
7	
8	Subscribed and sworn to before me this day of, 20
9 LO	NOTARY PUBLIC
L1	
L2	
L3	
L4	
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MICHAEL PAUL BOWEN SAGI GENGER -v- ORLY GENGER

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1			
2		INDEX	
3	WITNESS	EXAMINATION BY	PAGE
4		DIRECT / DELLAPORTAS	4
5	THE. BOWLIN		-
6		EXHIBITS	
7	KASOWITZ		PAGE
8	1	Subpoena	4
9	2	Amendment to Settlement Agreement	6
10	3	AG/Trump Settlement Agreement	23
11	4	Satisfaction of Judgment	48
12	5	Satisfaction of Judgment	62
13	6	February 5, 2018 letter	72
14		<u> </u>	
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			



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MICHAEL PAUL BOWEN SAGI GENGER -v- ORLY GENGER

1	CERTIFICATION
2	CERTIFICATION
3	I, Jeffrey Shapiro, a Shorthand
4	Reporter and notary public, within and for the
5	State of New York, do hereby certify:
6	That MICHAEL BOWEN, the witness whose
7	examination is hereinbefore set forth, was first
8	duly sworn by me, and that transcript of said
9	testimony is a true record of the testimony given
LO	by said witness.
L1	I further certify that I am not
L2	related to any of the parties to this action by
L3	blood or marriage, and that I am in no way
L4	interested in the outcome of this matter.
L5	
L6	IN WITNESS WHEREOF, I have hereunto
L7	set my hand this 14th day of October, 2018.
L8	
L9	
20	4 (7)
21	July Show
22	/ <u> </u>
23	JEFFREY SHAPIRO
24	
25	

